

CONTRACT FOR PRISONER OF WAR

WAR DEPARTMENT

PRISONER OF WAR CAMP: Fort Niagara, New York.

CONTRACTOR: Wayne County Growers and Processors, Inc.

ADDRESS: Sodus, New York.

LOCATION AND DESCRIPTION OF PROJECT: Farming, processing foods,  
storage of foods and nursery work to be done in the  
vicinity of Newark, New York.

AMOUNT: 20 Prisoners of War. (Approximate Value \$5,280.00)

WAR MANPOWER COMMISSION CERTIFICATE is attached, dated 18 July 1944.

This contract is authorized by and has been negotiated  
under Public Law No. 354, 77th Congress, and Executive Order No. 9001.

DISTRIBUTION

1. Original signed number - Army Audit Branch of the General Accounting Office.
2. Duplicate signed number - Provost Marshal General.
3. Triplicate signed number - Contractor.
4. Authenticated copy - Finance Officer.
5. Authenticated copy - Retained by Commanding Officer, Prisoner of War Camps.
6. Authenticated copy - Commanding General of the Service Command.
7. Authenticated copy - State Director, War Manpower Commission.
8. Authenticated copy - Branch Camp Commander.
9. Authenticated copy - Labor Branch.
10. Authenticated copy - File.

THIS CONTRACT, entered into this 24th day of July 1944,  
between the UNITED STATES OF AMERICA (Hereinafter called the Government)  
represented by the Contracting Officer executing this contract and WAYNE  
COUNTY GROWERS AND PROCESSORS, INC., a corporation organized under the  
laws of the State of New York, address Sodus, New York (hereinafter  
called the Contractor), WITNESSETH that the parties mutually agree as  
follows:

1. The Government will furnish to the Contractor the labor of  
prisoners of war detained by the Government and in the custody of the  
War Department in the following approximate amount:

9600 man hours,

1200 man days.

For farming, processing foods, storage of foods and nursery work, to be  
used by the Contractor at its project located and described as follows:  
in the Vicinity of Newark, New York, in accordance with the terms and  
conditions of this contract.

2. The labor will be furnished during the period commencing  
18 July 1944 and ending 30 September 1944.

3. The contractor will pay to the Government compensation for  
the labor furnished hereunder at the rates set forth on Schedule "A"  
hereto annexed. The Contractor will supply transportation to and from the  
prisoners of war camp. The contractor will not furnish the noonday meal.  
The contractor will furnish the materials, equipment, tools, articles and  
facilities necessary for the performance of the work, and will superintend  
the performance of the work.

4. Upon presentation of bill or invoice by the Government, the contractor will make payment to the contracting officer, by certified or cashier's check or United States Post Office Money Order payable to the Treasurer of the United States, on the first day of each month; at the rates herein set forth, for labor actually furnished hereunder during the month ending on the fifteenth day of the preceding month.

5. a. The contractor will maintain conditions of employment in conformity with the Geneva Convention Relation to Prisoners of War, 27 July 1929 (47 Stat. 2021). Without limiting the generality of this obligation, the contractor agrees:

(1) That the length of the day's work of prisoners of war will be so regulated that the same (including the trip to and from the prisoners of war camp) will not be excessive, and will not exceed that allowed for civil workers in the regions employed at the same work. The length of the day's work allowed for civil workers in the region employed at the same work is now as follows:

Eight (8) to ten (10) hours.

(2) That each prisoner of war will be allowed a rest of twenty four consecutive hours every week, preferably on Sunday.

(3) That no prisoner of war will be used at work for which he is physically unfit, or which is menial, degrading, unhealthful or dangerous.

(4) That the contractor will have no authority to impose disciplinary measures on prisoners of war.

b. The Government, any person authorized by it, and any representative of the Protecting Power, duly accredited, will at all times have access to the site of the work in order to observe the conditions of employment. The Contractor will comply with any and all directions of the Government for the correction or improvement of conditions of employment, including without limitation the correction of conditions of employment found by the Government to be in violation of the Geneva Convention.

6. The Contractor will comply with any and all directions of the Government in regard to the maintenance of security procedures, devices and controls; will permit the Government to maintain at the site of the work such guards and other security measures as may be found by the Government to be desirable or necessary; and will cooperate fully with the Government in all security measures.

7. In case it is found by the Government that the Contractor has suffered damages to his property or property for which he is responsible to a third party, uncompensated by insurance, arising out of the employment of prisoners of war, and not due to fault or negligence of the Contractor, which are in excess of those normally occasioned by civil workers, or the same class or classes with like experience at the job, the Government (without prejudice to any other rights which the contractor may have) will allow the amount of such excess damages as a credit against payments otherwise due from the Contractor hereunder; but no such credit shall be taken without the specific approval of the Government, nor shall the liability of the Government under this paragraph for any such excess damages exceed the amount of payments due from the Contractor to the Government under the terms of this contract.

8. This contract may be terminated by either party, with or without cause, by ten days' notice in writing; except that the Government may terminate this contract without notice in case the Contractor breaches any covenant of this contract. In case of termination the Contractor will pay to the Government, at the rates herein set forth, for all labor furnished up to the effective date of this termination. Any termination shall be without prejudice to any claims which either party may have against the other.

9. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

10. The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or at its option, to recover from the Contractor the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Contractor upon contracts secured or made through bona fide established commercial agencies maintained by the Contractor for the purposes of doing business.

11. Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Commanding General of the Service Command, whose decision or that of his designated representative, representatives, or board

shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall dilligently proceed with the performance of this contract.

12. Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

13. The following changes were made in this contract before it was signed by the parties hereto:

A. ,In place of and instead of the Contracting Officer as stated in Paragraph 4 herein the Contractor will make payment to the Collecting Officer at the Base Prisoner of War Camp at Fort Niagara, New York, in the manner and at the time set forth in Paragraph 4.

B. Pages No. 6 and 7 (Addendum), agreed upon between the Contractor and the Government in addition to the paragraphs set forth hereunder, are hereby incorporated in and made a part of this contract.

#### ADDENDUM

It is hereby mutually agreed between the contracting parties that the following are made a part of this contract.

A. The Government will furnish to the Contractor and the Contractor will employ prisoners of war detained by the Government and in the custody of the War Department, not to exceed Twenty (20) in number. In the event that the Government shall be unable to furnish more than Sixteen (16) prisoners of war, the Contractor shall have the right to cancel this contract on forty-eight (48) hours notice in writing to the Government.

B. The wage rates set forth in Schedule "A" referred to in Paragraph 3 of the within contract, shall prevail during the time that the certification of such rates by the War Manpower Commission is in effect and upon a new certification of prevailing wage rates by the War Manpower Commission, the new rates shall apply from the date of such certification.

C. In addition to furnishing the materials, etc., as set forth in last sentence of Paragraph 3, the contractor will maintain the said materials, equipment, tools, articles and facilities necessary for the performance of the work.

D. The contractor will furnish the Collecting Officer at the Base Prisoner of War Camp at Fort Niagara, New York, or his representative with reports required concerning prisoner of war labor furnished herein.

E. It is understood that the contractor will in turn contract with its corporation members and non-members for the employment of prisoners of war. Such contracts shall contain a provision whereby this agreement is incorporated in, and by reference made a part of such contract.

F. In the event that the Contractor shall fail to make any of the payment, or payments herein provided, when due, the Government shall be subrogated to the Contractor's rights against its respective Contractors, and may collect all amounts due and owing the Contractor from such Contractors. The amounts, less any expense incurred in the collection thereof, will be credited against the Contractor's indebtedness to the Government hereunder. This remedy shall not be exclusive of the Government's right to pursue any other remedies as against the individual Contractors, either under law or under equity, including the Government's right to sue such Contractors as upon an original contract between the Government and the parties with whom the Contractor contracts.

G. In the event of a voluntary dissolution of the Contractor as prescribed in the Corporation laws of the State of New York, during the term of this contract, the Contractor shall give notice to the Government in writing 30 days before any application be made by the Contractor for such dissolution.

For attachment to and forming part of contract number W30-240 pmg 1 dated 18 July 1944, between the United States of America and Wayne County Growers and Processors, Inc., Sedus, New York.

UNITED STATES OF AMERICA

By

*John F. Daye*  
JOHN F. DAYE, Col., QMC,  
Contracting Officer.

Dated:  
18 July 1944

WAYNE COUNTY GROWERS AND PROCESSORS, INC.,  
Sedus, New York.

By

*Arthur C. Bolles, Jr.*

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

By John F. Daye  
JOHN F. DAYE, Col., QMC,  
Contracting Officer.

Two witnesses:

Gladys Harper  
Sodus N. Y.  
(address)

WAYNE COUNTY GROWERS AND PROCESSORS, INC.,

By Arthur C. Boller, V.P.  
Sodus, New York  
(Business address)

J. H. Hance  
Clyde, N.Y.  
(address)

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I, Morton Adams, certify that I am the Secretary of the Corporation named as Contractor herein; that Arthur Boller who signed this contract on behalf of the Contractor was then Vice-President of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation this 18th day of July 1944.

Corporate Seal)

Morton Adams  
(Secretary)

CERTIFICATION OF NEED FOR EMPLOYMENT  
OF PRISONERS OF WAR

To: Commanding General  
Service Command

**Col. J. F. Daye**

Attention:

**U. S. Employment Service of the War Relocation Comm.**

The \_\_\_\_\_ certifies that:

1. The employer to whom this certificate is issued and whose name, address and place of business are listed below, has need for the labor hereinafter described for essential work at his establishment or farm.

**Wayne County Growers and Processors, Inc.**

a. Name of employer \_\_\_\_\_  
Sodus, New York

b. Address of employer \_\_\_\_\_

c. Type of business Farming, processing foods, storage of foods and nursery work

d. Location of work (if not at above address) Vicinity of Newark, New York

e. Labor needed: From June 19, 1944 to September 30, 1944 ~~(supplemental)~~  
(date) 90 working (date) ~~XXXXXX~~  
For period of approximately \_\_\_\_\_ days ~~months~~

f. Detail of type of work, number of prisoners, and wage rates:

Number needed	Occ. Title and Code for Industry or	Man Days or Hours required	Unit of Work	Prevailing wage
	Laborer, nursery 8-59.30	14,400 max. hours	hour	.50 (straight time)
	Laborer, proc. (can. & pres.) 8-64.10	18,000 max. hours	hour	.50 (straight time)
	Laborer, proc. (stor. of food) 9-63.04			.60 (Time and half overtime)

g. If at piece rate, average civilian labor will complete \_\_\_\_\_ units per day.  
(number)

h. The employer usually furnished the following services free of charge to civilian labor: \*

i. The employer will supply transportation to and from the prisoner-of-war enclosure will not  
(will or will not)

j. The employer \_\_\_\_\_ provide the noonday meal.  
(will or will not)

k. Length of work day in this locality 8 to 10 hours.  
for this type of work is customarily \_\_\_\_\_ hours.  
(number)

\* Enter, if appropriate, one or more of the following: transportation to and from work; noon meal; housing accommodations.

2. Conditions of employment offered by this employer are not less favorable than those for other workers in the same or similar employment at this establishment or farm, or less favorable than those prevailing in the locality for similar work.

3. The prevailing wage, or price per unit, certified above is that paid to free labor in this locality for this type of work. (For agricultural work, the prevailing wage, or price per unit, certified by the State Director of Extension may be based on public hearings conducted by County Farm Wage Boards.)

4. It has been impossible to secure the necessary workers for this employer through an active campaign of recruitment which has taken into account not only all persons normally engaged in the activities listed above, but also potential workers from other fields of activities.

5. The employer is willing to use through contract with the Government, the labor of prisoners of war detained by the United States of America and in the custody of the War Department. It is the understanding of the undersigned that such contract will follow substantially War Department contract form for prisoners of war and that amount to be paid and conditions stated in the contract will be in accord with those certified in this statement.

INDORSEMENTS

I. Approval of the above certificate is recommended:

Anthony C. Fernekas Manager  
 (signature) War Manpower Commission (title) ANTHONY C. FERNEKES  
 U.S. Employment Service MANAGER  
 138 S. M. (address)  
 Newark, New York

JUL 17 1944  
 (date)

II. The above certificate is approved:

J. J. [Signature] Reg. Farm Pl. [Signature]  
 (signature) (title)  
7/17/44 Rochester, N.Y.  
 (date) (address)

III. The labor certified above has been determined to fall in priority \_\_\_\_\_

\_\_\_\_\_  
 (signature) (title)  
 \_\_\_\_\_  
 (date) (address)

**SCHEDULE "A"**

The Government will furnish and the Contractor will employ prisoners of war now in the custody of the Government at wages prevailing in the locality for similar work.

We hereby certify that the prevailing wage rate for:

Farm labor is:  
50¢ per hour straight time.

Laborer, Nursery is:  
50¢ per hour straight time.

Laborer, process (canning and preserving) is:  
60¢ per hour, time and a half for over  
40 hours in any one week.

Laborer, process (storage of foods) is:  
60¢ per hour, time and a half for over  
40 hours in any one week.

We will pay the above mentioned prevailing wage rate for prisoner of war labor furnished.

WAYNE COUNTY BROWERS AND PROCESSORS, INC.,  
Sodus, New York.

Arthur C. Bolles, V.P.